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# ON THE DUTIES OF SHARED PARENTING

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## **Introduction**

How should we understand the duties between those who share in parenting a child?<sup>1</sup> Most would agree that the duties between such parents are shaped by the child's interests. For example: parents have negative duties to refrain from preventing each other from satisfying the child's interests; parents also have positive duties to coordinate with each other to ensure that the child's important interests are met.

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<sup>1</sup> For the sake of simplicity, I concentrate on the example of two adults sharing in parenting a child. However, nothing is implied regarding the value or normalcy of such a family form, and the argument applies to any number of parents in any kind of relationship who have decided to share in parenting a child. David Archard (Archard 2010) has helpfully distinguished between parental obligations (obligations to ensure *that* a child is parented), and parental responsibilities (obligations *of* parents towards their children). This paper leaves aside what Archard describes as parental obligations, and deals only indirectly with parental responsibilities towards children. The main concern is with the (narrow) question of what those who have decided to share in parenting owe to each other. Clarification of this question may help inform policy decisions on the enforcement of duties of sharing between parents, but such questions involve a range of further considerations which go beyond the scope of this paper. In this paper I therefore leave aside the policy implications to focus on clarifying the nature of the moral duties of shared parenting.

However, the duties of shared parenting are not exhausted by the interests of the child. Those who engage in shared parenting have duties to each other derived from the child's interests, but they also have additional duties to each other as sharers in parenting. These additional duties are constituted by a combination of the general features of forming a shared intention, and by the special features of sharing an intention to parent a child.

The account of duties of shared parenting presented here fits within the intentional account of the normative dimension of parenthood.<sup>2</sup> The intentional account bases the special duties of parents (and subsequent rights in fulfilment of those duties) on adults' voluntary choice to adopt the role of parent. This is part of a more general view that special duties can only be acquired through voluntary undertaking, or as a duty of compensation resulting from a harm caused to another. A compelling feature of the intentional account is that it elucidates widely held intuitions regarding the moral status of parents who have no genetic or gestational relationship with their children, such as adoptive parents, parents whose children are the result of donor eggs and sperm, and parents who use surrogates. However, the voluntarist account is also vulnerable to the criticism that it fails to explain the stringency of parental duties (Brake 2010, p.169). The intentional account appears

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<sup>2</sup> For important discussions of the intentional account of parenthood see (Brake 2005), (Brake 2010), (O'Neill 1979), and (Bayne & Kolers 2008). O'Neill argues that intending to parent is a sufficient but not necessary condition for the acquisition of parental duties, whilst Brake argues that intending to parent is necessary but not sufficient (parents must be able to fulfil the duties, and the child must be eligible to be parented by them). As this paper does not concern the basis on which parents acquire duties towards their children, I leave aside this dispute.

not only to allow that parents can acquire parental responsibilities voluntarily, but also that they can relinquish them voluntarily. The voluntariness of parental duties is thus seen as threatening to the interests of children. This paper extends concern for the apparent voluntary revocability of parental duties towards children to duties between parents. If duties between parents are derived from their choice to raise a child together, then are those duties extinguished simply when one parent chooses to no longer share parenting? I argue: no.

Whilst duties between those who share in parenting are derived from their intention to parent together, these duties cannot be extinguished simply if one party no longer intends to share parenting. Whilst duties of shared parenting are created from the separate intentions of individuals, they cannot be relinquished by the individuals separately. The stringency of the duties of shared parenting is derived from a combination of the moral significance of sharing an intention, and the distinctive properties of sharing an intention to parent a child. This paper therefore seeks to refute criticisms that the intentional account of parenthood leaves duties between parents susceptible to changes of individual intentions.

The paper begins in part one with a scenario to elucidate the problem of duties of shared parenting within the intentional account of parenthood. The scenario reveals the problem that the intentional account seems unable to explain the stringency of duties of shared parenting. The response to this problem begins in part two by describing the general structure of shared intentions and their moral

significance, drawing on the work of Bratman, Alonso, and Scanlon. Duties of shared parenting are derived from the importance of reliance in shared intentions. Part three considers an apparent invidious choice between voluntarism and strict performance of an agreement in the shared intention account of duties between parents. Duties of shared parenting are shown to be stringent, but not duties of strict performance. Duties of shared parenting are constituted by the distinctive combination of the value of reliance in shared intentions, the importance of assurance in agreements, the significance of autonomy in deciding one's goals, and the entitlement to choose with whom one shares the intimacy of parenting. This constitutes the shared intention account of duties between parents.

## ***1. The Problem of Duties of Shared Parenting***

### *1.1 Locating Shared Parenting*

Consider Andy and Belle, who decide to parent Charlie together and are committed to sharing the burdens and pleasures of parenting. For Andy and Belle, parenting involves an on-going commitment to promoting the development of Charlie's important interests.<sup>3</sup> They value Charlie's interests, and also the interests of each other in parenting as a team. For Andy and Belle, parenting as a team means more

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<sup>3</sup> This notion of an on-going commitment to promoting the development of Charlie's important interests serves as a broad place-holder for a definition of parenthood. I leave aside a detailed defence or discussion of this conception of the normative dimension of parenthood, in order to include as many different substantive conceptions of parenthood as possible. This definition nonetheless identifies a salient feature common to a wide range of normative conceptions of parenthood.

than simply dividing the responsibilities and costs of parenting fairly. Andy and Belle choose to parent Charlie together because they value working with each other. They have a reciprocal interest in the efficiencies sharing brings to parenting, but also in the satisfactions of working together as parents. For example, Andy and Belle find sharing in attending parents' evening at Charlie's school valuable. They listen to the feedback from teachers, discuss and agree a plan in response together, and take joint responsibility for the decisions they take. They value the distinctive input the other provides, and take special satisfaction from knowing they want to approach this aspect of parenting jointly. They both know that the other is sufficiently capable of performing this parental role singly. But Andy and Belle enjoy the fact of sharing in this with each other. Andy and Belle therefore derive value from their individual parental relationship with Charlie, and also derive value from their relationship with each other in sharing parenting Charlie.

However, Andy and Belle's relationship deteriorates, and Andy moves out of the family home. Andy wishes to continue parenting Charlie, but to no longer share in this with Belle. Belle becomes the primary care-giver, as Charlie maintains primary residence with Belle. Andy recognises that he has continued parental duties to Charlie, and makes every effort to ensure Charlie's important interests are not affected detrimentally by the separation. He provides Charlie with adequate material and emotional support independently of Belle. Andy also recognises the increased burdens on Belle as primary care-giver, and provides her with compensation. This

compensation provides full recompense for Belle's additional material costs, for example extra child-care to ensure she can continue working. Andy also provides additional funds in recognition of the additional non-material burdens of being the primary care-giver.<sup>4</sup> Andy and Belle therefore continue to parent Charlie, but no longer in a shared way: each parent Charlie separately.

Belle also wishes to end her relationship with Andy as a couple. However, Belle wishes to continue shared parenting of Charlie, and not to parent Charlie separately. Belle accepts that Andy owes her material compensation for her extra costs as a single parent, but also regards Andy as under a duty to continue in shared parenting. For Belle, shared parenting was of value not simply in order to share costs, but because sharing in the responsibilities and experiences of parenting was of value in itself. Even though their personal relationship has broken down, Belle still values Andy's contributions to important parental decisions and wishes to share responsibility for difficult choices. Belle adopted the role of parent on the basis that it would be shared, and still wishes to parent in a shared manner. Belle regards Andy as not only under a duty to compensate her for extra costs, but to continue to share in parenting. For Belle, Andy cannot unilaterally relinquish his duty to her by changing his mind and paying her compensation. For Andy however, deciding to share parenting was a voluntary choice, and so deciding not to share parenting should also be a voluntary choice. Given that he continues to fulfil his duties to Charlie and

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<sup>4</sup> This is meant to capture the notion that Andy has provided compensation for pecuniary and non-pecuniary loss by Belle.

compensates Belle for her extra costs as single parent adequately, he regards himself as entitled to voluntarily relinquish his agreement with Belle to share parenting.

### *1.2 How Many Duties and How Stringent?*

For the critic, this scenario reveals the inadequacy of the intentional view of parenthood. Andy regards himself as under no duty to continue shared parenting as his intentions have changed. He recognises he has a duty to compensate Belle for the losses she incurs due to his withdrawal of parenting. But these are special duties derived from the losses he causes Belle, and not special duties derived from his agreement to share parenting. Belle regards Andy as under a duty to continue sharing, as she committed to parenting Charlie on the understanding that Andy would share parenting. Belle regards Andy as not only under a duty to continue shared parenting, she regards him as under that duty even though he has attempted to provide compensation. The existence of special duties of sharing between Andy and Belle appears to rely solely on the presence of an intention to share in both. If the intention of either changes then the special duty is extinguished. If the change of intention causes a subsequent loss this creates a separate duty of compensation. But the critic of the intentional account has sympathy with Belle. When individuals agree to share in a task, it is natural to think that they have a claim against each other to fulfil their agreement to share. The claim to fulfil an agreement to share may persist even if one party subsequently changes their mind. This seems particularly the case if the sharing concerns an important or demanding task. An agreement to share



parenting a child seems such a task. Thus the existence of duties between sharers does not seem to depend solely on the continued presence of an intention to share. The case of Andy and Belle also seems to reveal that what matters to Belle is not *either* that Andy share parenting *or* he provides compensation. What matters most to Belle is that Andy fulfils his agreement to share parenting. Thus Belle wishes to stringently enforce her demand that Andy provide sharing. For the critic, the intentional account therefore fails to recognise that Andy has an on-going duty to share parenting with Belle even though his intentions have changed. It fails to recognise that Andy is under a stringent requirement to provide sharing, and that he cannot decide unilaterally whether to provide sharing or compensation instead.

Is the intentionalist account of special duties able to respond to these criticisms? When adults decide to share in parenting a child together, this creates duties of (at least) two different kinds.<sup>5</sup> Firstly, there are the duties acquired when the role of parent is adopted.<sup>6</sup> These are duties towards the child, derived from the child's interests. Parental rights against others protect the adult in fulfilment of their fiduciary duties towards the child. In most cases, role based duties are derived from the goal or function associated with the role.<sup>7</sup> When Andy and Belle decide to adopt the role of parent, both acquire responsibilities through their commitment to

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<sup>5</sup> The focus of this paper is to distinguish duties of parents towards their children from duties of shared parenting. I leave open that there are further duties on parents, for example towards society in virtue of society's interest in children's development.

<sup>6</sup> For a discussion of the importance of the role of parenthood within the intentionalist account, see (Hannan & Vernon 2008)

<sup>7</sup> For a fuller account of the role-based approach to rights, see (Hardimon 1994)

perform the functions and fulfil the ends of being a parent. Thus special duties of parents towards children are acquired when the adult chooses to fulfil the role of parent individually. However, there is a second kind of duty that forms between adults who decide to share in parenting a child together. These are the duties Andy and Belle owe each other as sharers, independent of the duties they owe Charlie as parents. Just as in the role based account of parental responsibilities, duties between sharers are derived from the intentions of adults. However, these responsibilities are not derived from the intentional adoption of the role of parent, but rather from the intention to perform a task in a shared manner. When Andy and Belle decide to share parenting of Charlie, they create duties in how they should relate to each other in the shared task. Importantly, by deciding to share in the parenting of Charlie, Andy and Belle created duties to each other in how they parent Charlie. These duties subsequently constrain their ability to independently rescind on their decision to share in parenting. By rescinding on his duty as sharer, Andy wronged Belle, even if he did not wrong Charlie. By focusing on intentions as the basis on which parental duties are acquired, the voluntarist account seems to suggest that such special duties may be extinguished by a change in intentions. This is not a necessary implication of the intentional view however. Duties of shared parenting are constituted by the distinctive combination of the value of reliance in shared intentions, the importance of assurance in agreements, the significance of autonomy in deciding one's goals, and the entitlement to choose with whom one shares the intimacy of parenting. Thus

the shared intention account of special duties is able to explain why sharing creates duties, and why sharing in parenting creates duties which are particularly stringent.

## **2. *Duties between Sharers***

### *2.1 Shared Intentions*

When individuals form an intention to share in parenting, they are making plans about how they will parent together in the future. The formation of a shared intention may be the result of an explicit promise or agreement, but neither are a necessary condition for the formation of shared intentions. Individuals may find that a shared intention emerges gradually without explicit agreement regarding the commitment to share. Michael Bratman points out that promises are insufficient to explain shared goals as they may be insincere and individuals may have no intention to fulfil the promise; indeed, individuals may share a goal without having made a promise, as in Hume's case of two rowers in a row boat who row together though they have made no promise to each other to row (Bratman 1993, p.98). Bratman argues that shared plans are explained by a particular relationship between the intentional attitudes of individuals. For Bratman, intentions are important because they structure planning about ends. Two individuals share an intention when they both aim at the same outcome; when they both know that they both aim at the same outcome; when knowing that the other aims at the same outcome is a reason for

aiming at the same outcome; and when they proceed towards the same outcome in a coordinated manner (Bratman 1993, p.106).

It is insufficient for an intention to be shared simply that both individuals aim at the same end: this would be a co-incident intention. In order for an intention to be shared it is necessary that both individuals take the other's aim that they act together as an additional reason for them to pursue the same aim. They seek to attain that aim through means that are co-ordinated *because* of the other's aims and means. For individuals to form an intention to share in parenting a child, both must come to know that the other wishes to raise a child together, and that the other's aim of raising the child together becomes part of their own aim. In other words, I must intend that we parent a child together, and you must intend that we parent a child together. To intend to do something together with another person partly because the other person intends to do it together is characteristic of a shared intention.

Forming shared intentions with someone can trigger moral responsibilities, but not necessarily. Shared intentions may be formed under conditions of coercion, or by individuals intending to share in an immoral act. But when individuals form shared intentions to parent a child in its best interests freely, duties of sharing are triggered between them.

## *2.2 The General Structure of Shared Intentions and Interpersonal Duties of Reliance*

When Andy and Belle form a shared intention to parent Charlie together, moral duties are created between them. Some, such as Margaret Gilbert, have argued that

interpersonal duties are a necessary feature of shared intentions (Gilbert 1992; Gilbert 2000). But this seems too strong a claim, as individuals can form shared intentions to perform immoral acts (Alonso 2009, p.446). It cannot be a necessary feature of a shared intention to act immorally that the intenders have a duty to perform the act. Others, such as Michael Bratman, have argued that interpersonal duties may follow from shared intentions, but are not intrinsic to them (Bratman 1993; 1999). However, this is too weak a claim as, other than in cases of intending to perform an immoral act, it seems intuitive that there are strong duties between sharers regarding fulfilment of the shared intention. In a recent contribution to this debate, Facundo Alonso has argued that whilst shared intentions are not intrinsically normative, absent special features such as intending to act immorally, shared intentions *generate* interpersonal obligations (Alonso 2009). Shared intentions are not intrinsically moral, but they constitute relationships of reliance, and relationships of reliance are governed by interpersonal duties. But how do shared intentions produce relationships of reliance, and why is reliance a matter of interpersonal duty?

Reliance is central to shared intentions in two respects. Firstly, whilst shared intentions may consist in beliefs about each other's actions and intentions, reliance is the more fundamental and pervasive cognitive attitude. As Alonso argues, individuals may come to rely on each other even in the absence of clear evidence that the other will perform the action (Alonso 2009, p.453). I may come to rely on my friend to drive me to the airport as I have no other way to get there, even though I believe he is

unreliable and will probably not remember. Secondly, sharing intentions involves making decisions about the present and forming plans about the future. If I have a shared intention with my partner to go to the theatre together tonight, I will cancel things that may prevent me going, and make plans for the rest of the evening after the performance. If my partner cancels at the last minute, then I will have lost out on the things I'd cancelled, and wasted the time planning for my evening after the theatre. Reliance creates expectations, and failure to meet expectations may cause harm or incur costs on another. Thus reliance is the central cognitive attitude of shared intentions. Reliance is morally significant because individuals structure their lives around the expectations on which they come to rely.

Individuals may therefore form shared intentions in conditions where interpersonal duties do not apply, such as when coerced or when intending to act immorally. But absent such special circumstances, forming shared intentions creates relationships of reliance between individuals. Shared intentions are therefore constituted by a relationship which, in most circumstances, creates interpersonal duties between sharers. So when individuals form shared intentions to perform an act, they will acquire at least two kinds of duties: duties in how they perform the act; and duties towards the other sharers in the act. Consider the example mentioned above of visiting the theatre. Those who share the intention to visit the theatre have duties in the performance of the act, for example: duties to pay for their tickets and to behave appropriately in the performance. But they also have duties to each other

as sharers, for example: to arrive as agreed, to accompany each other during the evening and not leave the other alone unless agreed. The duties those who share intentions have in performing the act are independent of the existence of the shared intention. They apply to everyone who performs the act. However, the duties sharers have towards each other are derived directly from the existence of the shared intention between them. They apply less to how they carry out the act, and more to how they treat each other as sharers in the act.

Drawing on the work of Scanlon, Alonso has formulated the duties of reliance that follow from shared intentions as two principles: the Principle of Due Care (D\*) and the Principle of Loss Prevention (L\*). Principle D\* requires one to take due care not to lead others to form reasonable but false assumptions (or reinforce such assumptions) if the other will suffer loss as a result of relying on these assumptions. Principle L\* requires one to prevent a loss occurring if one has intentionally or negligently failed to take due care regarding others' assumptions about one's intentions (Alonso 2009, p.470).<sup>8</sup>

Shared intentions, absent special circumstances, create interpersonal duties between sharers because they create relationships of reliance. The intentional account of parenthood is therefore able to explain both how parents acquire special duties towards their children, and also how they acquire special duties towards others with whom they share parenting. By explaining the moral significance of

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<sup>8</sup> These principles are reformulations of Scanlon's versions to include the broader notion of assumptions rather than expectations, see (Scanlon 2003, pp.239–240)

sharing intentions, we are able to explain the existence of duties of sharing. In the moral accounting of sharing an intention, there are (at least) two sets of duties: duties on individuals regarding actions they perform together; and duties of reliance towards each other as sharers.

Returning to Andy and Belle, we can now see that in forming a shared intention to parent Charlie together, they acquired duties towards both Charlie and each other. The interpersonal duties between Andy and Belle are derived from the reliance that follows from sharing intentions. The shared intention account of parental duties is therefore able to explain the existence of duties between Andy and Belle. But is this account able to explain the stringency of the duties between shared parents?

On the intentional account, the special duties of parents are acquired through intentionally adopting the role of parent. Just as one may intentionally adopt the role and acquire the duties of parents, it seems implied that one may choose to relinquish the role and duties of parenthood. Principle L\* appears to allow for this, provided sufficient compensation is provided for losses incurred by withdrawing from shared parenting. In deciding independently to no longer share in the parenting of Charlie, Andy caused significant loss to Belle because she had relied on sharing parenting Charlie together with Andy. Few would doubt that compensation is owed by Andy because he failed to meet expectations he created in Belle. But the intentional account seems to neglect an important moral claim of Belle's against Andy: duties of shared parenting cannot be relinquished unilaterally. Belle may well incur additional



costs of parenting due to Andy's absence. She may have to spend more of her own time and money caring for Charlie, and it is clear that Andy owes Belle compensation for these extra costs. But Belle may also claim that Andy does not merely owe her compensation for the additional costs, but is under a duty to continue sharing the responsibilities of parenthood. For example, Belle may demand that Andy does not merely compensate her for the extra costs of attending a parents' evening on her own, but shares in the responsibility of attending the parents' evening. The intentional account of parental duties seems to permit Andy to relinquish his duties of shared parenting simply by providing adequate compensation for the losses to Belle. On the general account of duties of reliance in shared intentions presented above, Andy seems to have fulfilled his duties of due care and loss prevention. Yet Belle seems to have a legitimate claim against Andy in virtue of his duty as a sharer. Does this reveal the inadequacy of the shared intention account of duties between parents?

### ***3. The Stringency of Duties of Shared Parenting***

#### *3.1 Voluntarism and Strict Performance: an Invidious Choice?*

Individuals who share intentions have interpersonal duties to prevent loss caused by failing to meet expectations they create in others. According to Principle L\*, these are not duties of strict performance (Alonso 2009, p.467; Scanlon 2003, p.240). It is important that duties of shared parenting are not matters of strict performance

because strict performance seems at odds with the voluntarist account of special duties. According to the voluntarist view, special duties are acquired either voluntarily or through causing harm to someone. The claim that duties persist, even when someone no longer wishes to share parenting and has provided compensation, appears to neglect the normative significance of voluntarism in the acquisition of special duties. Belle's demand that Andy continue in shared parenting, even when he has compensated her for loss, seems to restrict unreasonably his freedom to form and relinquish special duties. Andy has taken reasonable steps to prevent loss by compensating Belle for his decision to no longer share in parenting Charlie (and was not negligent in creating the expectations as they were made in good faith). Does this leave Belle with no legitimate claims against Andy regarding shared parenting?

The intentional account of duties of shared parenting seems to leave us with an invidious choice regarding the stringency of Belle's claims against Andy. Either we say that Andy has discharged his duties to Belle by providing reasonable compensation, in which case we must abandon intuitions that Belle has on-going claims against Andy to continue sharing in parenting. But this seems to fail to account for the stringency of duties between those who share parenting. Or, we accept that Belle has legitimate claims against Andy to continue sharing in parenting, in which case we must regard agreements between sharers as creating duties of strict performance. But this seems over-demanding as an account of interpersonal duties between sharers, given that it is legitimate for both individuals who share an intention to

agree not to perform an intended action.<sup>9</sup> The shared intention account of duties between parents is however able to resolve this apparent paradox. Duties of shared parenting are constituted by a distinctive combination of the importance of assurance in agreements, the significance of autonomy in deciding one's goals, and the entitlement to choose with whom one shares parenting. Duties of shared parenting are stringent, but not duties of strict performance.

### *3.2 The Values of Assurance and Autonomy in Duties of Shared Parenting*

When we come to rely on each other through forming a shared intention, our central interest is in sharing. Compensation may be required to remedy loss caused by failure of sharing. But our interest in compensation is not simply equivalent to our interest in performing the action in a shared manner. Scanlon describes this interest in the performance of action that one has come to rely on as derived from the value of assurance (Scanlon 2003, p.243). Assurance is of value because it provides the psychological benefits of peace-of-mind about plans for the future, but also because one has an interest in that which is agreed actually coming about. The value of assurance pervades many kinds of agreements, such as promises and contracts where we have an interest not only in being compensated for loss, but also in the fulfilment of that on which we rely. The value of assurance applies also therefore to shared intentions, at least those where sharers rely on sharing. Scanlon describes this as the Principle of Fidelity, summing up duties of assurance where we have a primary

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<sup>9</sup> For a defence of the view that duties of sharing require strict performance see (Gilbert 1993)

interest in the performance of that to which we have agreed (Principle F\*) (Scanlon 2003, p.245).<sup>10</sup>

When applied to the special nature of shared parenting, the value of assurance in agreements begins to resolve the invidious choice. The value of assurance explains why Andy cannot unilaterally relinquish his duties merely by providing material compensation. Belle's decision to adopt the role of parent was based in part on Andy's assurance that this would be a shared task. Thus Belle has an interest in Andy sharing parenting. Andy's failure to share creates both pecuniary and non-pecuniary loss for Belle, and he has a duty to provide compensation for both. Andy may compensate Belle fully for the material loss of his withdrawal of sharing by ensuring that Belle is in as good a position materially as she was before. But to offer Belle material compensation for his failure to share is not simply to make good a material loss, it is to attempt to replace Belle's interest in sharing with an alternative interest: single parenting adequately compensated. But Belle is entitled to choose her own ends autonomously. Thus the value of assurance combined with the value of autonomy in deciding one's ends explain why Andy is not entitled to unilaterally rescind his agreement to share parenting. By deciding independently to substitute material compensation for his contribution to sharing, Andy violates Belle's entitlement to autonomy in deciding her own ends. This is similar to what Robert Goodin describes as the wrong of '...forced intrapersonal redistributions between a

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<sup>10</sup> Adjusted following Alonso to include assumptions as well as expectations.

person's plans and projects' (Goodin 1989, p.69). So the wrong that Andy performs in withdrawing his sharing is not simply creating a material and non-material loss for which he is obliged to provide compensation. Andy also wrongs Belle by preventing her from pursuing her goal of shared parenting and attempting to substitute it with a different goal against her wishes: sufficiently resourced single parenting. Thus the combination of the importance of autonomously choosing one's ends and the value of assurance of an agreement being fulfilled explain why Andy is under a duty to continue sharing. Andy has a stringent duty to fulfil his duties as sharer, in spite of his offer of compensation to Belle.

### *3.3 The Value of Intimacy in Duties of Shared Parenting*

Andy may recognise that he has a duty to fulfil Belle's expectations that parenting be shared, and that it is impermissible to attempt to alter that goal unilaterally. He may therefore try to replace his contribution to sharing with another sharer: perhaps his parents who retain a good relationship with Belle and who similarly value shared parenting; or he may offer to pay for a live-in nanny. This may seem sufficient to fulfil Andy's duty. It leaves Belle as well off as she was before Andy rescinded on their agreement, and ensures that Belle fulfils her interest in sharing. This avoids the morally impermissible attempt to replace Belle's interest in sharing with a different interest: sufficiently resourced single parenting. However, Belle may not only have an interest in there being a sharer, but also an interest in that sharer being Andy. The special features of shared parenting provide Belle with strong entitlements to decide

whether to accept or reject such an offer of replacement sharing. This establishes the stringency of Belle's claim that Andy cannot relinquish his duty unilaterally whilst avoiding notions of strict performance.

There may be relationships of sharing where unilaterally rescinding on the agreement to share and providing a replacement sharer discharges the duty of the person who rescinds. For example, David may form a shared intention with Andy to help Andy move out of the home he shares with Belle. David may subsequently decide he cannot help, but ensure his brother Evan helps instead. Thus David has unilaterally withdrawn from the agreement to share in the house move with Andy. But Andy is not entitled to require David to keep to his agreement to share in moving, as David has ensured that Evan will fulfil the duty of sharing instead. Thus the general structure of interpersonal duties of shared intentions accounts for both the special responsibilities between Andy and David as sharers, and for the voluntariness of relinquishing responsibilities of sharing. It explains the stringency of the duty to ensure that there is *a* sharer, whilst avoiding a duty of strict performance on David.

But the duties of shared parenting are more stringent than the duties of shared house moving because of the special features of parenting. Andy is not entitled to insist that it is David who shares in house moving, but Belle is entitled to insist that Andy share parenting. Belle has a strong entitlement to Andy's sharing, but not a strict entitlement, because Belle is also permitted to accept a replacement sharer.

Sharing in raising a child is normally an extended and pervasive commitment that involves wide ranging and deeply entwined relationships. Shared parenting may of course be conducted without great contact and intimacy, and Belle may consider the offer of such a replacement sharer as reasonable. But it is also reasonable to reject such an offer if the nature of the sharing to which Andy and Belle committed involved considerable mutual engagement, personal disclosure, and intimacy. Most parent child relationships occur within a domain of privacy and intimacy. As parenting often requires this kind of close and intimate relationship it is reasonable for Belle to reject to the offer of a replacement sharer with whom to share. Belle is permitted to reject this because of her entitlement to choose those with whom she has an intimate relationship.

Belle is entitled to insist that Andy fulfils his agreement to share parenting on grounds of the value of assurance in fulfilling agreements, and the importance of autonomy in choosing ones ends. Belle is also entitled to reject offers of substitute sharers due to the special intimacy involved in shared parenting. The importance of autonomy, the value of assurance, and the role of intimacy in parenting resolves the invidious choice with which the intentional account of parenthood seemed to be faced. It accounts both for the stringency of Belle's claims against Andy in spite of offers of compensation; and it avoids creating duties of strict performance as parties may release each other from their obligations if acceptable substitute sharers are provided. Thus the intentional account of the normative dimension of parenthood

can satisfactorily explain both the existence and the stringency of the duties of shared parenting.

### ***Conclusion***

Deciding to share in parenting a child creates special duties between adults: duties toward the child as parent; and duties towards each other as sharers. The intentional account of parental duties appears unable to explain the stringency of duties of shared parenting. It appears to permit a parent to unilaterally withdraw from shared parenting provided they compensate the other parent adequately. However, it seems reasonable for a parent who has come to rely on their partner to share in parenting to demand not simply compensation, but continued sharing. Despite appearances, the intentional account of parental duties is able to explain the stringency of duties of shared parenting. This explanation is provided by recognising the distinctive duties that are created when persons form shared intentions. Shared intentions, whilst not intrinsically normative, constitute relationships of reliance between sharers. Relationships of reliance are of normative significance because individuals who share intentions form expectations about each other's beliefs and actions in the future. Certain duties of sharing may be relinquished by one party unilaterally if sufficient compensation is provided for loss due to unfulfilled expectations, or if a replacement sharer is provided. But duties of shared parenting are not so easily extinguished. When individuals agree to share, their goal is to share. If one sharer unilaterally withdraws from sharing and attempts to substitute financial compensation for



sharing, then they have forced the other sharer to substitute sharing for money. This violates the value of autonomy of individuals to choose their own ends. Those who share parenting are also not entitled to unilaterally relinquish their duty to share if they provide alternative sharers, such as grandparents or nannies. This is due to the special features of shared parenting. Parenting is a particularly extended, pervasive, and profound commitment that often involves intimacy between parents. Individuals are entitled to decide with whom they share such an intimate act as parenting a child. They may though accept such offers of replacement sharers and release the other from their duties. Thus duties of shared parenting are stringent but not duties of strict performance. Duties of shared parenting persist even if one party wishes to share no longer; duties of shared parenting persist until both parties agree they are dissolved. The shared intention account of duties between parents is therefore able to retain the intentionalist concern for voluntarism as the basis for special obligations, whilst explaining the stringency of duties of shared parenting.

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